DOCUMENT RESUME

ED 119 554 HE 007 292

TITLE Agreement Between Polytechnic Institute of New York and American Association of University Professor-Polytechnic Chapter. 1974-76.
INSTITUTION New York Polytechnic Inst., N.Y.
PUB DATE Jun 74
NOTE 62p.

EDRS PRICE MF-$0.83 HC-$3.50 Plus Postage
DESCRIPTORS Academic Freedom; *Arbitration; *Collective Bargaining; *Contracts; Faculty Promotion; Fringe Benefits; *Higher Education; Job Tenure; Leave of Absence; *Negotiation Agreements; Personnel Policy; Teacher Associations; Teacher Responsibility; Teaching Load; Unions

ABSTRACT

Agreement was made on the first day of June 1974 by and between the Polytechnic Institute of New York and the American Association of University Professors-Polytechnic Chapter. The administration recognizes the AAUP as the exclusive representative of the employees in the bargaining unit. (Author)

****
* Documents acquired by ERIC include many informal unpublished *
* materials not available from other sources. ERIC makes every effort *
* to obtain the best copy available. Nevertheless, items of marginal *
* reproducibility are often encountered and this affects the quality *
* of the microfiche and hardcopy reproductions ERIC makes available *
* via the ERIC Document Reproduction Service (EDRS). EDRS is not *
* responsible for the quality of the original document. Reproductions *
* supplied by EDRS are the best that can be made from the original. *
****

ED119554

Polytechnic

U.S. DEPARTMENT OF HEALTH,
EDUCATION & WELFARE
NATIONAL INSTITUTE OF
EDUCATION

THIS DOCUMENT HAS BEEN REPRODUCED EXACTLY AS RECEIVED FROM THE PERSON OR ORGANIZATION ORIGINATING IT. POINTS OF VIEW OR OPINIONS STATED DO NOT NECESSARILY REPRESENT OFFICIAL NATIONAL INSTITUTE OF EDUCATION POSITION OR POLICY

HE 007242

AGREEMENT·
1974-76

2

AGREEMENT

Between

POLYTECHNIC INSTITUTE OF NEW YORK

and

AMERICAN ASSOCIATION OF UNIVERSITY PROFESSOR-POLYTECHNIC CHAPTER

1974-76

TABLE OF CONTENTS

Page	Article	Title
1		Agreement
1	I	Recognition
1	II	Appointment, Reappointment, Promotion and Tenure
6	III	Employment Security
7	IV	Dismissal for Cause
8	V	Teaching Load
11	VI	Compensation
14	VII	Fringe Benefits
15	VIII	Professional Librarians
16	IX	Past Benefits Preserved
17	X	Leaves of Absence
17	XI	Retirement
18	XII	Services and Facilities
18	XIII	Personnel Data and Files
19	XIV	Dispute Settlement Procedures
21	XV	No Strikes-No Lockouts
21	XVI	Dues Deduction
22	XVII	Information to AAUP
24	XVIII	Released Time
24	XIX	Facilities for AAUP
25	XX	Collective Bargaining Agreement Prevails
25	XXI	Interest Succession
25	XXII	Separability
26	XXIII	Effective Date and Duration

Page	Appendix	Title
A 1-2	A	Certification of Representative
B 1-10	B	Academic Freedom and Tenure 1940 Statement of Principles and 1970 Interpretive Comments
C 1-8	C	Statement on Procedural Standards in Faculty Dismissal Proceedings
D 1-7	D	Merit Increase Review Procedure
E 1-5	E	Excerpts from Article IV of the Agreement for the Merger of PIB and NYU/SES

AGREEMENT

Agreement made as of the first day of June, 1974 by and between the Polytechnic Institute of New York (hereafter "the Institute" or "the Administration"), party of the first part, and the American Association of University Professors - Polytechnic Chapter (hereafter "the AAUP"), party of the second part.

ARTICLE I

RECOGNITION

The Administration recognizes the AAUP as the exclusive representative of the employees in the bargaining unit (hereafter referred to as "bargaining unit members" or "members") described in the certification issued on October 6, 1970 by the New York State Labor Relations Board (a copy of which is annexed hereto, made a part hereof and marked "Appendix A").

ARTICLE II

APPOINTMENT, REAPPOINTMENT PROMOTION AND TENURE

Section 1. Term of Probationary Appointments and Reappointments: for all faculty who first commenced their employment at the Institute prior to February 1, 1975, the existing provisions of the Code of Practice as to the lengths of appointments and reappointments shall apply. As respects faculty who first commenced employment with the Institute on or after February 1, 1975, the lengths of appointments and reappointments during the probationary period (as hereinafter defined) shall be as follows:

(a) For Instructors, both the initial appointment and all subsequent reappointments shall be of a one (1) year duration.

(b) The initial appointment of all Assistant Professors, Associate Professors and Professors shall be for a two (2) year term, followed by one (1) two (2) year reappointment and three (3) successive one (1) year reappointments, the last of which shall either lead to tenure or be terminal.

(c) In extraordinary cases a special ad hoc Institute-wide faculty committee may recommend that faculty who hold tenured positions at other institutions, or status which is equivalent to tenure, be appointed initially with tenure, notwithstanding paragraph "B" above. Such recommendation shall be made to the Administration which shall have the final and unreviewable right to appoint said Professor with or without tenure.

(d) The foregoing provisions relating to the term of appointments and reappointments shall not have the effect of reducing or increasing the term of any current appointment.

(e) The tenure decision must be made in sufficient time to give written notice to the candidate not later than May 31st of the sixth (6th) year of employment.

(f) In any event, no faculty member shall be reappointed to serve without tenure beyond his seventh (7th) year of employment at the Institute without the express consent of the AAUP and the Administration.

(g) Nothing in the foregoing shall preclude the consideration of an individual for tenure upon his request at any time prior to his sixth (6th) year of service.

(h) Upon his initial appointment at the Institute, an individual may request that previous service at another

institution, if any, be counted toward satisfying the probationary period. The Administration shall have the final and unreviewable right to grant or deny the faculty member's request. In no event, however, shall credit for such previous service exceed three (3) years, except as provided in Paragraph (c) above.

Section 2. Notification Dates: Written notice of renewal or non-renewal of appointment shall be provided in accordance with the following AAUP standards:

(a) Not later than March 1 of the first academic year of service, if the appointment expires at the end of that year; or, if a one (1) year appointment terminates during an academic year, at least three (3) months in advance of its termination.

(b) Not later than December 15 of the second (2nd) academic year of service, if the appointment expires at the end of that year; or, if the second (2nd) year of service terminates during an academic year, at least six (6) months in advance of its termination.

(c) No later than May 31 of the year preceding the expiration of an appointment after two (2) or more years of service.

Section 3. Principles of Academic Freedom and Tenure: The Institute hereby adopts the 1940 Statement of Principles on Academic Freedom and Tenure, together with the 1970 Interpretive Comments relating thereto, as a basis for the application of academic freedom and tenure principles to the Institute, subject to the specific implemention of such principles as set forth in this agreement. A copy of the Statement and Comments is annexed hereto, made a part hereof and marked "Appendix B".

Section 4. The parties shall continue to abide by the screening procedures for reappointment, promotion and tenure as presently in effect under the by-laws of the Faculty Senate, provided, however, that the parties agree that the ultimate decision with respect to all reappointments, promotions and tenure rests with the President and the Board of Trustees of the Institute.

Section 5. Upon completion of the screening review, the recommendations of the Department Head, the Dean and the Faculty Committee on Tenure and Reappointments will be forwarded to the President, or the Provost on his behalf, for review and decision.

Section 6. If a candidate for tenure has received the positive recommendation of the Department Head, the Dean and the Faculty Committee on Tenure and Reappointments, but has been denied tenure by the President, he shall be entitled to the Review Procedure set forth in Section 7 below. All other decisions by the President with respect to promotion, reappointment or tenure shall be final and binding without further review.

Section 7. Special Review Procedure: a) A faculty member who is denied tenure by decision of the President, and who is eligible for the Review Procedure as specified in Section 6, above, shall be entitled to commence this review process no later than six (6) weeks following receipt of the notice of termination.

b) The review procedure commences with a request by the faculty member for a meeting with the Provost. The faculty member shall meet with the Provost to discuss

the reasons for denial of tenure.

c) At any time after commencement of the procedure, the faculty member may request a written statement of the reason(s) for denial of tenure. Such request shall be made in writing and shall include a statement of the faculty member's consent to the publication of such reasons for denial of tenure as the Institute may present. The written reply shall be transmitted to the faculty member within two (2) weeks after receipt of this request.

d) If the sole reason for denial of tenure is economic in nature, the procedure shall terminate without further review; except that the Institute shall set forth the basis of the economic difficulty.

e) If the Administration has given any reason other than that referred to in "d" above, the individual may request establishment of an Ad Hoc Review Committee. Such request shall be in writing, made within two weeks of the receipt of the statement of reasons for denial of tenure, and shall be addressed to the Provost with a copy to the President of the AAUP chapter.

f) An Ad Hoc Review Committee shall be formed as follows: two members from within the Institution shall be appointed by the AAUP chapter, within two weeks of the request for an Ad Hoc Committee; two members from within the Institution shall be appointed by the Administration within two weeks of the request for an Ad Hoc Committee; and, these four appointees shall select a fifth member, acceptable to all, who shall serve as Chairman. The fifth member need not necessarily be affiliated with the Institute, provided, however, that such fifth member, if from outside

the Institute, must be a tenured member of a faculty, or administration of another institution of higher learning and must not normally engage in the regular impartial resolution of labor disputes on a professional basis.

g) The Ad Hoc Committee shall meet and fully review the matter. The individual faculty member will have the right to participate in the proceedings and to be represented by counsel, or an advisor of his choice. The Ad Hoc Committee shall be empowered to establish such procedures as it deems necessary and appropriate to conduct its inquiry.

h) Within two weeks of the completion of any presentation, the Committee shall issue a report and recommendation in writing, to the President and the individual.

i) The President shall review the report and recommendations of the Ad Hoc Review Committee, together with the entire file. The faculty member, or his representative, shall be entitled to make a final presentation to the President orally, or in writing.

j) The President shall consider the case fully, and shall issue his decision, and the reasons therefor, which decision shall be final and binding.

ARTICLE III

EMPLOYMENT SECURITY

Section 1. The parties recognize the fundamental importance of employment security for the faculty; and further that employment security is related to student enrollments, research grants and contracts, gifts, endowments and bequests from private and public sources. Consequently, the parties agree that they shall cooperate in development and implementation of high priority programs on a continuing basis to

maximize enrollments and external fundings.

Section 2. However, in the event that, despite the best efforts of the parties, the Administration concludes that financial exigencies require the termination of tenured faculty or faculty during a contract term, the parties shall enter into special and urgent negotiations on this critical matter. Consideration in depth shall be given to each and every possible alternative to such terminations.

Section 3. In the event that the negotiations referred to hereinabove in Section 2 do not result in agreement regarding a solution within a reasonable time and the Administration asserts the intention of terminating tenured faculty or faculty during a contract term, the AAUP and the bargaining unit shall be free to protest such an assertion or the implementation thereof by any activity it chooses without regard to Article XV of this Agreement.

ARTICLE IV

DISMISSAL FOR CAUSE

The parties hereby agree that the "Statement on Procedural Standards in Faculty Dismissal Proceedings", a copy of which is annexed hereto, made a part hereof and marked "Appendix C", which is a part of the Code of Practice, shall be incorporated into this Agreement.

ARTICLE V

TEACHING LOAD

Section 1. The standard teaching load shall be computed as follows:

(a) Eighty percent (80%) shall be made up by teaching nine (9) semester credits. For the purpose of computing teaching loads, one (1) graduate unit shall be equivalent to one (1) semester credit. The total number of contact periods shall not exceed twelve (12) in one semester, except in the case when the teaching load consists solely of undergraduate laboratories, when it may be 15. In any case, the total number of contact periods shall not exceed twenty-seven (27) in one academic year.

(i) For the purpose of computing teaching loads each undergraduate laboratory period shall be equivalent to no more than two-third's (2/3) and no less than one-half (1/2) of a semester credit. The equivalence shall be determined in consultation between the department head and his or her dean. In the case of graduate laboratories, one laboratory period shall be equivalent to three-fourth's (3/4) of a semester credit.

(ii) Each faculty member may be asked by his or her department to teach at least two (2) one-semester courses per academic year, apart from supervising students as provided in (iii) below.

(iii) The supervision of theses and projects (graduate and undergraduate) shall be taken into account when computing a faculty member's teaching load. For the purpose of such computation, the supervision of ten (10) units or credits of registered thesis or project work shall

be equivalent to one (1) semester credit of load. It is understood that supervisory time so allocated is not already counted in supervisory time allocated to sponsored activities.

(b) Twenty percent (20%) shall be made up by the performance of other activities and/or administrative functions for the academic department or the Institute. Such functions shall include service on Institute Committees, recruitment of students, and preparation of proposals for sponsored activities. From time to time, circumstances may dictate that a faculty member take on other activities and/or administrative functions for the academic department or the Institute. Such assignments beyond the normal twenty percent (20%) shall be allocated as part of the eighty percent (80%) defined in Article V, Section 1(a). Such allocations must have the prior approval of the department head and his or her dean. In some cases, particularly where an Institute-level activity is anticipated, the Provost's approval on proper time allocation shall be required. Any dispute concerning the assignment of responsibilities, the refusal to perform such responsibilities under this section, or the application of this section to any individual shall be submitted to expedited arbitration, pursuant to the rules of the American Arbitration Association. The decision of the arbitrator shall be final and binding upon the parties.

(c) As an alternative to the requirements of subparagraph (b) above, a faculty member may elect, if asked, to teach a course of two or three credits in addition to the nine credits required in subparagraph (a) above.

(d) The percentages referred to in paragraphs (a) and (b) of section 1 of this Article V, together with the requirements of paragraphs (b) and (c) shall be conducted on a one-year trial basis for the 1975-76 academic year.

Section 2. Graders and laboratory assistants shall be provided when needed. Class size shall not exceed certain reasonable maxima. These will be determined in consultation between department heads and their deans.

Section 3. Service as the chairman of any of the following shall be equivalent to three (3) semester credits: the Tenure Committee, the Undergraduate Curriculum & Standards Committee, the Graduate Curriculum & Standards Committee, the Faculty Senate, or the Educational Policies Committee. Service as Secretary of the Faculty Senate shall also be equivalent to three (3) semester credits for one academic year.

Section 4. Service as the president or key officer of a professional society, or the editorship of a professional journal may be counted in lieu of a portion of the teaching load. The proper time allocation shall be made in consultation between the department head and his or her dean.

Section 5. The total class assignment of each faculty member shall be distributed over no more than four (4) separate days per week, Monday through Friday.

Section 6. A faculty member engaged in research or other academic activity, supported by sources from outside the Institute, shall have his teaching load reduced on a proportional basis, subject to the last sentence of Section 1(a)(iii) above.

Section 7. No faculty member shall be required to, but may voluntarily, accept a teaching schedule which requires him to:

A. be on campus for an extended period of more than nine (9) hours in one (1) calendar day; or

B. be scheduled for duty with less than a thirteen (13) hour overnight period;

C. be in class for recitation or lecture for more than four (4) consecutive hours; or

D. teach at more than two (2) campus locations in a given academic semester.

Section 8. Coaches shall not be required to coach more than one (1) team without additional compensation or released time.

ARTICLE VI

COMPENSATION

Section 1. Retroactive to September 1, 1974, all members of the unit shall receive a salary increase as follows: the Institute shall distribute in equal dollar amounts to each member the sum obtained by dividing six percent (6%) of the gross 1973-74 unit salary by the number of members on the payroll as of September 1, 1974.

Section 2. Effective February 1, 1975, all faculty members in the unit shall receive a salary increase as follows: the Institute shall distribute in equal dollar amounts to each faculty member the sum obtained by dividing two percent (2%) of the then current gross faculty salary by the number of faculty members on the payroll as of September 1, 1974.

Section 3. In addition to the salary increase provided in section 2 above, effective February 1, 1975, the Institute shall provide the sum of one percent (1%) of the total base salary of the faculty, excluding the February 1, 1975 increase provided for in Section 2 above, for merit increases to members of the faculty. The allocation of such sum to the various departments shall be proportionate to the gross salaries paid to faculty members prior to February 1, 1975, and the distribution of monies within each department shall be determined in each department in accordance with the procedure set forth in Appendix D to this Agreement. There shall be no grievance permitted from a departmental decision regarding merit increases; however, an individual faculty member may file a complaint regarding the merit increase granted to him in accordance with the Dispute Settlement Procedure set forth in Appendix D. Should the faculty member's complaint be sustained during this process, the additional compensation, if any, shall not be debited against this package, and the Administration shall notify the AAUP of the complaint and of its disposition. All merit increases shall be distributed no later than March 1, 1975. All dispute settlement procedures shall be concluded within thirty (30) days after execution of this contract.

Section 4. Effective February 1, 1975, all librarians shall receive a salary increase as follows: the Institute shall distribute in equal dollar amounts to each librarian the sum obtained by dividing three percent (3%) of the then current gross librarians' salary by the number of librarians on the payroll as of September 1, 1974.

Section 5. Effective February 1, 1976, all faculty members in the unit shall receive a salary increase as follows: the Institute shall distribute in equal dollar amounts to each faculty member the sum obtained by dividing four and seventy-five one hundreths percent (4.75%) of the then current gross faculty salary by the number of faculty members on the payroll as of September 1, 1975.

Section 6. In addition to the salary increase provided in Section 5 above, effective February 1, 1976, the Institute shall provide the sum of one and twenty-five one hundreths percent (1.25%) of the total base salary of the faculty, excluding the February 1, 1976 increase provided in Section 5 above, for merit increases to members of the faculty. The allocation of such sums, and any complaints concerning the distribution of amounts to individuals shall be resolved in accordance with the provisions of Section 3 above. All merit increases shall be distributed no later than March 1, 1976. All dispute settlement procedures shall be concluded by May 1, 1976.

Section 7. Effective February 1, 1976, all librarians shall receive a salary increase as follows: the Institute shall distribute in equal dollar amounts to each librarian the sum obtained by dividing six percent (6%) of the then current gross librarians' salary by the number of librarians on the payroll as of September 1, 1975.

Section 8. Effective during the life of this Agreement, the Institute shall not hire any new instructor, assistant professor, associate professor or full professor at a salary less than the lowest salary currently being

paid in each of the above corresponding ranks. Nothing in this provision, however, shall require the Institute, upon promotion of an instructor or member of the faculty, to guarantee a salary at the lowest level of the rank to which the individual is promoted.

Section 9. Effective and retroactive to June, 1974, faculty shall be paid for summer session teaching at the rate of one-twenty-second (1/22nd) of their previous academic year's salary for each credit taught, not to exceed a maximum of one-third (1/3rd) of his or her academic year salary.

Section 10. Each member of the faculty may elect to be paid their academic year salary in nine (9) or twelve (12) installments, which election shall be fixed for one (1) full year.

ARTICLE VII

FRINGE BENEFITS

Section 1. Effective February 1, 1975, the Institute shall provide the same major medical insurance coverage currently in effect for all members of the unit, except that the maximum benefits per individual shall be increased to $250,000 per year.

Section 2. Effective August 1, 1975, the Institute shall provide life insurance coverage for all members of the unit equal to one hundred-twenty five percent (125%) of the member's salary, with a maximum coverage of $30,000. Current premium rates for both the Institute and the faculty members shall continue to prevail.

Section 3. All fringe benefits currently enjoyed by the bargaining unit shall be maintained.

Section 4. All fringe benefits, including those provided for herein, shall be provided to the professional librarians on the same basis as teaching faculty.

ARTICLE VIII

PROFESSIONAL LIBRARIANS

Section 1. Earned time for vacations will be computed as of July 1, on the basis of one vacation day for each month of service. Maximum vacation allowance is twenty-five (25) business days per year. In addition, each professional librarian shall receive three (3) paid personal days off per year. In the event of termination, vacation allowance and personal days off shall be pro-rated.

Section 2. In case of termination of employment, professional librarians shall receive due notice in writing as follows: three (3) months during the first year of service; six (6) months during the second year of service; and twelve (12) months thereafter. After three (3) years of service, a professional librarian can only be removed from service for just cause. If a librarian is given notice of termination, that individual shall have the right to a hearing before the Provost at which time the librarian may have counsel of his or her choice and the right to present witnesses in his or her behalf. The decision of the Provost shall be final and binding and shall not be subject to the grievance or arbitration procedures in this Agreement.

Section 3. The workweek of professional librarians shall be modified in accordance with the following principles:

(a) The normal week shall be a thirty-five (35) hour, five-day workweek, with payment for overtime at the rate of 1¼ of the monthly salary per hour or portion thereof of overtime.

(b) From July 1st through Labor Day the workweek shall be arranged so that, while a librarian is working during that period, half of that individual's workweeks will consist of four normal workdays and half of that individual's workweeks will consist of five normal workdays. Equalization due to an odd number of workweeks or otherwise will be made the following summer to the extent practicable.

(c) Professional librarians shall enjoy all administrative Institute holidays, but not academic recesses.

Section 4. A joint study committee shall be established within one month of the execution date of this Agreement to examine the status of librarians vis-a-vis the faculty in line with national AAUP policy and formulate appropriate recommendations. Said Committee shall report no later than February 1, 1976.

ARTICLE IX

PAST BENEFITS PRESERVED

All well established, generally applicable practices which benefit members of the bargaining unit in a significant manner shall be maintained, unless modified by this Agreement, or by mutual consent. "Generally applicable" as used herein means a practice which has been applied to a

well defined category of members (such as a department, a meaningful portion of a department, or an academic rank) or to a reasonable group of members from different departments who share a community of interest.

ARTICLE X

LEAVES OF ABSENCE

Section 1. Past practice regarding the granting of leaves of absence and sabbatical leaves shall be maintained. Normally, requests for unpaid leave for a period of one (1) year, renewable for one (1) additional year, shall be granted readily.

Section 2. Faculty members eligible for sabbatical leave may apply for such leave no later than April 1 of the academic year preceding the commencement of the desired sabbatical. Such application shall state the reasons for the sabbatical and the activities planned by the faculty member during his or her sabbatical. No sabbatical shall be taken without the express permission of the Administration, which permission shall not be unreasonably withheld. Neither the interpretation or application of Section 2 of this Article X shall be subject to the grievance or arbitration provisions contained in this Agreement.

ARTICLE XI

RETIREMENT

Members of the bargaining unit appointed before January 1, 1964, will retire at age 68; those appointed on or after January 1, 1964 will retire at age 65. In an exceptional case, the Administration may wish to waive this

requirement. The retirement date will be the end of the academic year in which the retirement age is reached.

ARTICLE XII

SERVICES AND FACILITIES

To the extent possible, services and facilities for members of the bargaining unit shall remain at current levels, but in no event shall they be inadequate.

ARTICLE XIII

PERSONNEL DATA AND FILES

Section 1. All letters of recommendation and other references which were obtained in confidence from third parties in connection with a consideration of an appointment, reappointment, promotion or tenured appointment, shall be kept in confidence, shall be used only for consideration of the specific question for which they were obtained and shall be shown only to individuals or committees authorized to deal with that specific question.

Section 2. Excepting the material specified in Section 1 above, each member shall have full access (including the right to obtain copies of material therein) to his or her personnel file, provided, however, that such right shall not be exercised in a manner which is disruptive or excessive. Each member shall have the right to submit material to be inserted in the file.

Section 3. Notwithstanding anything to the contrary, lawyers' work product shall remain confidential.

ARTICLE XIV

DISPUTE SETTLEMENT PROCEDURES

Section 1.

(a) A grievance is a dispute concerning the interpretation, application or alleged violation of this Agreement.

(b) A complaint is any dispute, controversy or claim between the AAUP and the Administration or between a bargaining unit member and the Administration which is not covered by Section 1(a).

(c) In the event that separate procedures are established for review of decisions regarding appointment, reappointment, promotion, tenure and allocation of merit increases, it is agreed that disputes regarding such matters shall be resolved only in accordance with such procedures.

Section 2. The parties agree to make an earnest effort to resolve grievances and complaints at the departmental level and at each step in the formal grievance procedure.

Section 3.

Step I. The procedure commences with the filing of a written grievance or complaint by an individual grievant or the AAUP with the appropriate Dean within three (3) weeks after the occurrence of the event which gave rise to the dispute. However, if the occurrence of the event is not immediately known to the grievant (or to the AAUP in the case of a broader dispute), the time within which to file a grievance or complaint shall commence when the occurrence of

the event is discovered or should have been discovered by the exercise of due diligence.

The Dean shall hold a conference within one (1) week after receipt of the grievance or complaint to discuss the dispute with all relevant parties, including appropriate department heads, and attempt to reach a satisfactory settlement of it. If the dispute is not settled, the Dean shall, within one (1) week after the conference, deliver to the grievant and the AAUP a signed statement of his position regarding the matter.

The Dean, in this statement, shall inform the grievant of his right to appeal the Step I decision by filing a notice of appeal with the Provost or the Vice President within one (1) week after receipt of the Dean's Step I decision.

Step II. The grievant or the AAUP shall be entitled to obtain review of the Dean's Step I decision by filing a written notice of appeal with the Provost or the Vice President. The Provost or Vice President (or another representative designated by the President) shall hold a conference within one (1) week after receipt of the notice of appeal to discuss the dispute with all relevant parties and attempt to reach a satisfactory settlement of it. If the dispute remains unsettled, the Administration's representative shall, within one (1) week after the conference, deliver to the grievant and the AAUP a signed statement of the Administration's position regarding the matter.

Step III. If the grievance (as distinguished from complaints, which are not arbitrable hereunder) is not satisfactorily resolved at Step II, either the AAUP or the

Administration may submit it to final and binding arbitration provided, however, that the right to arbitrate is waived unless the party desiring arbitration notifies the other party, within three (3) weeks after the Step II decision shall have been received by the grievant and the AAUP, of its intention to seek arbitration. The arbitrator shall be selected pursuant to the rules of the American Arbitration Association, and the costs of arbitration, including the arbitrator's fee, shall be shared equally by the parties.

ARTICLE XV

NO STRIKES - NO LOCKOUTS

Section 1. The Administration shall not engage in any lockout and the AAUP and its members shall not authorize, condone or engage in any strike, slow-down, picketing, cessation of work or other interference with the business of the Institute during the life of this Agreement.

Section 2. The foregoing proscriptions shall apply only to lockouts, strikes and other direct action arising from disputes which are arbitrable under this Agreement.

ARTICLE XVI

DUES DEDUCTION

Section 1. The Institute shall deduct ("check-off") from the salaries of members of the bargaining unit, periodic dues, initiation fees (if any) and regularly authorized assessments (if any) in the amounts prescribed by the AAUP Policy Committee, provided that the foregoing shall apply only to

faculty who have filed with the Institute a written assignment authorizing such deduction.

Section 2. The assignment shall be effective and irrevocable for a period of one (1) year from the date of its execution or until the expiration of this Agreement, whichever occurs sooner, and shall be automatically renewed for successive periods of one (1) year or for the term of this Agreement, whichever shall occur sooner, unless written notice of revocation is given to the Institute and the AAUP not more than thirty (30) days prior to the expiration of one (1) year from the date of execution of the assignment or the expiration of this Agreement, whichever shall occur sooner.

Section 3. The Institute shall check-off from each monthly paycheck from September through and including December the amount equal to one-fourth (1/4th) of all monies due and shall remit the receipts to the Treasurer of the AAUP within ten working days thereafter.

Section 4. The AAUP hereby agrees to indemnify and hold the Institute harmless from any expense or liability that shall arise out of or in connection with the Employer's action in complying with this Article.

ARTICLE XVII

INFORMATION TO AAUP

Section 1. The Administration will supply reasonable information concerning the members of the bargaining unit to the AAUP, after request therefor has been made. Such data would include, but not be limited to: name, date of

birth, home address, college graduated from, department, dates of appointments, status, re: tenure and rank, wages, summer employment, research grants and teaching loads. In addition, each year the Administration will supply the AAUP with a copy of the Auditor's Report, promptly after it is issued.

Section 2. Within thirty (30) days after receipt of a contract signed by a new member of the bargaining unit, the Administration shall provide the AAUP with a copy of the same, which shall state, inter alia, the following: the name, department, date of birth, academic degrees, mailing address, rank, base salary, effective date and length of appointment of such new member.

Section 3. Within fifteen (15) days after receipt of notice that a member of the bargaining unit has terminated his appointment at the Institute for any reason whatsoever, including retirement, disability or death, the Administration shall provide the AAUP with the name of such member and the reason, if any, given by said faculty member for the termination. In no event, however, shall the Administration be required to provide the reason given for said termination if the faculty member has expressed a desire that confidentiality be protected.

Section 4. The Administration shall forward to the AAUP copies of all notices terminating the employment of members of the bargaining unit at the same time as such notices are sent to the members.

Section 5. The Administration shall notify the AAUP of any change in the status or salary of any member of

the bargaining unit within fifteen (15) days after such change is determined.

Section 6. Within a reasonable time after such information is made available to the Administration, it shall provide the AAUP with data indicating the compensation and fringe benefits received by each member during the preceding academic year.

ARTICLE XVIII

RELEASED TIME

Section 1. During the academic years 1974-1975 and 1975-76, the Administration shall provide the AAUP with nine (9) semester credits to be allocated by the AAUP, at its option, in either or both semesters of both years, to its representatives, for contract administration and negotiation.

Section 2. The parties agree to negotiate during the Spring of 1976 concerning the issue of whether the AAUP shall be provided with additional released time if, in good faith, the negotiations for a new contract extend beyond the end of the Spring Semester.

ARTICLE XIX

FACILITIES FOR AAUP

The AAUP will be permitted reasonable use of Institute facilities such as intra-Institute mail.

ARTICLE XX

COLLECTIVE BARGAINING AGREEMENT PREVAILS

Section 1. Wherever there is a conflict between the Collective Bargaining Agreement and any other document or action, the provisions of the Collective Bargaining Agreement shall prevail.

Section 2. Except as modified herein, the following provisions of the Merger Agreement between the Institute and NYU/SES are hereby incorporated into and made a part of this Agreement: Article IV, Section 2, 3(a) - (g)(1), 6 and 7(a), a copy of which is annexed hereto and marked "Appendix B".

ARTICLE XXI

INTEREST SUCCESSION

Section 1. All of the terms and conditions of this Agreement shall be binding upon and inure to the benefit of each of the parties hereto and their respective successors and assigns.

Section 2. In the event of a consolidation of the Institute with any other educational institution or group of institutions, whether by merger, acquisition or otherwise, the terms and conditions of this Agreement shall be binding upon the surviving entity, to the extent permitted by law.

ARTICLE XXII

SEPARABILITY

In the event any provision of this Agreement, in whole or in part, is declared to be unlawful, void or invalid by any court of competent jurisdiction or any adminis-

trative agency having jurisdiction, all of the other terms, conditions and provisions of this Agreement shall remain in full force and effect, and the remainder of this Agreement shall continue to be binding upon the parties hereto.

ARTICLE XXIII

EFFECTIVE DATE AND DURATION

Section 1. This Agreement shall be effective as of the 27th day of January, 1975 except where expressly otherwise provided and shall expire on the 31st day of May, 1976.

Section 2. The parties shall commence negotiations toward a new Agreement on or about March 1, 1976, and every effort shall be made to reach a conclusion before the end of the Spring Semester.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the 6th day of December, 1975.

ADMINISTRATION OF POLYTECHNIC

Provost

Witness

POLYTECHNIC CHAPTER, AMERICAN ASSOCIATION OF UNIVERSITY PROFESSORS

President

Witness

APPENDIX A

NEW YORK STATE 31R
LABOR RELATIONS BOARD

In the Matter of :

POLYTECHNIC INSTITUTE OF BROOKLYN : DECISION NO. 12780
: CASE NO. SF-43964

-and- :

POLYTECHNIC INSTITUTE OF BROOKLYN :
CHAPTER OF THE AMERICAN ASSOCIATION OF :
UNIVERSITY PROFESSORS :

CERTIFICATION OF REPRESENTATIVE

An election having been conducted in the above matter on September 23, 1970, pursuant to the agreement of the parties of June 2, 1970 and it appearing from the Report Upon Secret Ballot that a collective bargaining representative has been selected, and no objections having been filed by any of the parties within the time provided therefor,

NOW, THEREFORE, pursuant to the provisions of Section 705 of the New York State Labor Relations Act, it is hereby

CERTIFIED, that Polytechnic Institute of Brooklyn Chapter of the American Association of University Professors having been designated and selected as their representative for the purposes of collective bargaining by a majority of the employees casting valid ballots in the election said Polytechnic Institute of Brooklyn Chapter of the American Association of University Professors is the exclusive representative for the purposes of collective bargaining of all Members of the faculty of Polytechnic Institute of Brooklyn, including department heads, professors, associate professors,

assistant professors, instructors engaged in teaching full time and professional librarians, but excluding (1) officers of the corporation such as the President, Vice President, Deans, Associate Deans and others such as the Registrar whose primary function relates to administration, and (2) graduate students (such as teaching assistants and teaching fellows) who may teach as part of their program, and (3) other members of the teaching staff who do not enjoy faculty status employed by Polytechnic Institute of Brooklyn at 333 Jay Street, Brooklyn, N.Y. 11201.

Dated: New York, N.Y.
October 6, 1970

To: Polytechnic Institute of Brooklyn (2)
333 Jay Street
Brooklyn, New York 11201

Cullen & Dykman, Esqs.
179 Montague Street
Brooklyn, New York

Polytechnic Institute of Brooklyn Chapter of the American Association of University Professors
c/o Matthew W. Finkin, Esq.
11 West 42nd Street
New York, New York 10036

JAY KRAMER
Chairman

MARTIN GREENE
Member

MILDRED PAFUNDI ROSEN
Member

Matthew W. Finkin, Esq.
11 West 42nd Street
New York, New York 10036

APPENDIX B

ACADEMIC FREEDOM AND TENURE

1940 STATEMENT OF PRINCIPLES and 1970 Interpretive Comments

The purpose of this statement is to promote public understanding and support of academic freedom and tenure and agreement upon procedures to assure them in colleges and universities. Institutions of higher education are conducted for the common good and not to further the interest of either the individual teacher or the institution as a whole. The common good depends upon the free search for truth and its free exposition.

Academic freedom is essential to these purposes and applies to both teaching and research. Freedom in research is fundamental to the advancement of truth. Academic freedom in its teaching aspect is fundamental for the protection of the rights of the teacher in teaching and of the students to freedom in learning. It carries with it duties correlative with rights. [1]

Tenure is a means to certain ends; specifically: (1) Freedom of teaching and research and of extramural activities and (2) a sufficient degree of economic security to make the profession attractive to men and women of ability. Freedom and economic security, hence, tenure, are indispensable to the success of an institution in fulfilling its obligations to its students and to society.

ACADEMIC FREEDOM

(a) The teacher is entitled to full freedom in research and in the publication of the results, subject to the adequate performance of his other academic duties; but research

for pecuniary return should be based upon an understanding with the authorities of the institution.

(b) The teacher is entitled to freedom in the classroom in discussing his subject, but he should be careful not to introduce into his teaching controversial matter which has no relation to his subject. [2] Limitations of academic freedom because of religious or other aims of the institution should be clearly stated in writing at the time of the appointment. [3]

(c) The college or university teacher is a citizen, a member of a learned profession, and an officer of an educational institution. When he speaks or writes as a citizen, he should be free from institutional censorship or discipline, but his special position in the community imposes special obligations. As a man of learning and an educational officer, he should remember that the public may judge his profession and his institution by his utterances. Hence he should at all times be accurate, should exercise appropriate restraint, should show respect for the opinions of others, and should make every effort to indicate that he is not an institutional spokesman. [4]

ACADEMIC TENURE

(a) After the expiration of a probationary period, teachers or investigators should have permanent or continuous tenure, and their service should be terminated only for adequate cause, except in the case of retirement for age, or under extraordinary circumstances because of financial exigencies.

In the interpretation of this principle it is understood that the following represents acceptable academic practice:

(1) The precise terms and conditions of every appointment should be stated in writing and be in the possession of both institution and teacher before the appointment is consummated.

(2) Beginning with appointment to the rank of full-time instructor or a higher rank, [5] the probationary period should not exceed seven years, including within this period full-time service in all institutions of higher education; but subject to the proviso that when, after a term of probationary service of more than three years in one or more institutions, a teacher is called to another institution it may be agreed in writing that his new appointment is for a probationary period of not more than four years, even though thereby the person's total probationary period in the academic profession is extended beyond the normal maximum of seven years. [6] Notice should be given at least one year prior to the expiration of the probationary period if the teacher is not to be continued in service after the expiration of that period. [7]

(3) During the probationary period a teacher should have the academic freedom that all other members of the faculty have. [8]

(4) Termination for cause of a continuous appointment, or the dismissal for cause of a teacher previous to the expiration of a term appointment, should, if possible, be considered by both a faculty committee and the governing board of the institution. In all cases where the facts are in dispute, the accused teacher should be informed before the hearing in

writing of the charges against him and should have the opportunity to be heard in his own defense by all bodies that pass judgment upon his case. He should be permitted to have with him an adviser of his own choosing who may act as counsel. There should be a full stenographic record of the hearing available to the parties concerned. In the hearing of charges of incompetence the testimony should include that of teachers and other scholars, either from his own or from other institutions. Teachers on continuous appointment who are dismissed for reasons not involving moral turpitude should receive their salaries for at least a year from the date of notification of dismissal whether or not they are continued in their duties at the institution. [9]

(5) Termination of a continuous appointment because of financial exigency should be demonstrably bona fide.

In the thirty years since their promulgation, the principles of the 1940 Statement of Principles on Academic Freedom and Tenure have undergone a substantial amount of refinement. This has evolved through a variety of processes, including customary acceptance, understandings mutually arrived at between institutions and professors or their representatives, investigations and reports by the American Association of University Professors, and formulations of statements by that Association either alone or in conjunction with the Association of American Colleges. These comments represent the attempt of the two associations, as the original sponsors of the 1940 Statement, to formulate the most important of these refinements. Their incorporation here as Interpretive Comments is based upon the premise that the 1940 Statement is not a static code but a fundamental document designed to set

a framework of norms to guide adaptations to changing times and circumstances.

Also, there have been relevant developments in the law itself reflecting a growing insistence by the courts on due process within the academic community which parallels the essential concepts of the 1940 Statement; particularly relevant is the identification by the Supreme Court of academic freedom as a right protected by the First Amendment. As the Supreme Court said in Keyishian v. Board of Regents, 385 U.S. 589 (1967): "Our Nation is deeply committed to safeguarding academic freedom, which is of transcendent value to all of us and not merely to the teachers concerned. That freedom is therefore a special concern of the First Amendment, which does not tolerate laws that cast a pall of orthodoxy over the classroom."

The numbers refer to the designated portion of the 1940 Statement on which interpretative comment is made.

1. The Association of American Colleges and the American Association of University Professors have long recognized that membership in the academic profession carries with it special responsibilities. Both Associations either separately or jointly have consistently affirmed these responsibilities in major policy statements, providing guidance to the professor in his utterances as a citizen, in the exercise of his responsibilities to the institution and students, and in his conduct when resigning from his institution or when undertaking government-sponsored research. Of particular relevance is the Statement on Professional Ethics, adopted by the Fifty-second Annual Meeting of the AAUP as Association policy and published in the AAUP Bulletin (Autumn, 1966, pp. 290-291).

2. The intent of this statement is not to discourage what is "controversial." Controversy is at the heart of the free academic inquiry which the entire statement is designed to foster. The passage serves to underscore the need for the teacher to avoid persistently intruding material which has no relation to his subject.

3. Most church-related institutions no longer need or desire the departure from the principles of academic freedom implied in the 1940 Statement, and we do not now endorse such a departure.

4. This paragraph is the subject of an Interpretation adopted by the sponsors of the 1940 Statement immediately following its endorsement which reads as follows:

> If the administration of a college or university feels that a teacher has not observed the admonitions of Paragraph (c) of the section on Academic Freedom and believes that the extramural utterances of the teacher have been such as to raise grave doubts concerning his fitness for his position, it may proceed to file charges under Paragraph (a)(4) of the section on Academic Tenure. In pressing such charges the administration should remember that teachers are citizens and should be accorded the freedom of citizens. In such cases the administration must assume full responsibility and the American Association of University Professors and the Association of American Colleges are free to make an investigation.

Paragraph (c) of the 1940 Statement should also be interpreted in keeping with the 1964 Committee A Statement

on Extramural Utterances (AAUP Bulletin, Spring, 1965, p. 29) which states inter alia: "The controlling principle is that a faculty member's expression of opinion as a citizen sion of opinion as a citizen cannot constitute grounds for dismissal unless it clearly demonstrates the faculty member's unfitness for his position. Extramural utterances rarely bear upon the faculty member's fitness for his position. Moreover, a final decision should take into account the faculty member's entire record as a teacher and scholar."

Paragraph V of the Statement on Professional Ethics also deals with the nature of the "special obligations" of the teacher. The paragraph reads as follows:

> As a member of his community, the professor has the rights and obligations of any citizen. He measures the urgency of these obligations in the light of his responsibilities to his subject, to his students, to his profession, and to his institution. When he speaks or acts as a private person he avoids creating the impression that he speaks or acts for his college or university. As a citizen engaged in a profession that depends upon freedom for its health and integrity, the professor has a particular obligation to promote conditions of free inquiry and to further public understanding of academic freedom.

Both the protection of academic freedom and the requirements of academic responsibility apply not only to the full-time probationary as well as to the tenured teacher, but also to all others, such as part-time and teaching assistants, who exercise teaching responsibilities.

5. The concept of "rank of full-time instructor or a higher rank" is intended to include any person who teaches a full-time load regardless of his specific title.

6. In calling for an agreement "in writing" on the amount of credit for a faculty member's prior service at other institutions, the Statement furthers the general policy of full understanding by the professor of the terms and conditions of his appointment. It does not necessarily follow that a professor's tenure rights have been violated because of the absence of a written agreement on this matter. Nonetheless, especially because of the variation in permissible institutional practices, a written understanding concerning these matters at the time of appointment is particularly appropriate and advantageous to both the individual and the institution.

7. The effect of this subparagraph is that a decision on tenure, favorable or unfavorable, must be made at least twelve months prior to the completion of the probationary period. If the decision is negative, the appointment for the following year becomes a terminal one. If the decision is affirmative, the provisions in the 1940 Statement with respect to the termination of services of teachers or investigators after the expiration of a probationary period should apply from the date when the favorable decision is made.

The general principle of notice contained in this paragraph is developed with greater specificity in the Standards for Notice of Nonreappointment, endorsed by the Fiftieth Annual Meeting of the American Association of University Professors (1964). These standards are:

Notice of nonreappointment, or of intention not to recommend reappointment to the governing board, should be given in writing in accordance with the following standards:

(1) Not later than March 1 of the first academic year of service, if the appointment expires at the end of that year; or, if a one-year appointment terminates during an academic year, at least three months in advance of its termination.

(2) Not later than December 15 of the second academic year of service, if the appointment expires at the end of that year; or, if an initial two year appointment terminates during an academic year, at least six months in advance of its termination.

(3) At least twelve months before the expiration of an appointment after two or more years in the institution.

Other obligations, both of institutions and individuals, are described in the Statement on Recruitment and Resignation of Faculty Members, as endorsed by the Association of American Colleges and the American Association of University Professors in 1961.

8. The freedom of probationary teachers is enhanced by the establishment of a regular procedure for the periodic evaluation and assessment of the teacher's academic performance during his probationary status. Provisions should be made for regularized procedures for the consideration of complaints by probationary teachers that their academic freedom has been violated. One suggested procedure to serve these purposes is

contained in the Recommended Institutional Regulations on Academic Freedom and Tenure, prepared by the American Association of University Professors.

9. A further specification of the academic due process to which the teacher is entitled under this paragraph is contained in the Statement on Procedural Standards in Faculty Dismissal Proceedings, jointly approved by the American Association of University Professors and the Association of American Colleges in 1958. This interpretive document deals with the issue of suspension, about which the 1940 Statement is silent.

The 1958 Statement provides: "Suspension of the faculty member during the proceedings involving him is justified only if immediate harm to himself or others is threatened by his continuance. Unless legal considerations forbid, any such suspension should be with pay." A suspension which is not followed by either reinstatement or the opportunity for a hearing is in effect a summary dismissal in violation of academic due process.

The concept of "moral turpitude" identifies the exceptional case in which the professor may be denied a year's teaching or pay in whole or in part. The statement applies to that kind of behavior which goes beyond simply warranting discharge and is so utterly blameworthy as to make it inappropriate to require the offering of a year's teaching or pay. The standard is not that the moral sensibilities of persons in the particular community have been affronted. The standard is behavior that would evoke condemnation by the academic community generally.

APPENDIX C

STATEMENT ON PROCEDURAL STANDARDS IN FACULTY DISMISSAL PROCEEDINGS

Introductory Comments

Any approach toward settling the difficulties which have beset dismissal proceedings on many American campuses must look beyond procedure into setting and cause. A dismissal proceeding is a symptom of failure; no amount of use of removal process will help strengthen higher education as much as will the cultivation of conditions in which dismissals rarely if ever need occur.

Just as the board of control or other governing body is the legal and fiscal corporation of the college, the faculty are the academic entity. Historically the academic corporation is the older. Faculties were formed in the Middle Ages, with managerial affairs either self-arranged or handled in course by the parent church. Modern college faculties, on the other hand, are part of a complex and extensive structure requiring legal incorporation, with stewards and managers specifically appointed to discharge certain functions.

Nonetheless, the faculty of a modern college constitute an entity as real as that of the faculties of medieval times, in terms of collective purpose and function. A necessary pre-condition of a strong faculty is that it have first-hand concern with its own membership. This is properly reflected both in appointments to and in separations from the faculty body.

A well-organized institution will reflect sympathetic understanding by trustees and teachers alike of

their respective and complementary roles. These should be spelled out carefully in writing and made available to all. Trustees and faculty should understand and agree on their several functions in determining who shall join and who shall remain on the faculty. One of the prime duties of the Administration is to help preserve understanding of those functions. It seems clear on the American college scene that a close positive relationship exists between the excellence of colleges, the strength of their faculties and the extent of faculty responsibilty in determining faculty membership. Such a condition is in no wise inconsistent with full faculty awareness of institutional factors with which governing boards must be primarily concerned.

In the effective college, a dismissal proceeding involving a faculty member on tenure, or one occurring during the term of an appointment, will be a rare exception, caused by individual human weakness and not by an unhealthful setting. When it does come, however, the college should be prepared for it, so that both institutional integrity and individual human rights may be preserved during the process of resolving the trouble. The faculty must be willing to recommend the dismissal of a colleague when necessary. By the same token, presidents and governing boards must be willing to give full weight to a faculty judgment favorable to a colleague.

One persisent source of difficulty is the definition of adequate cause for the dismissal of a faculty member. Despite the 1940 Statement of Principles on Academic Freedom and Tenure and subsequent attempts to build upon it, considerable ambiguity and misunderstanding persist

throughout higher education, especially in the respective conceptions of governing boards, administrative officers and faculties concerning this matter. The present statement assumes that individual institutions will have formulated their own definitions of adequate cause for dismissal, bearing in mind the 1940 Statement and standards which have developed in the experience of academic institutions.

This statement deals with procedural standards. Those recommended are not intended to establish a norm in the same manner as the 1940 Statement of Principles on Academic Freedom and Tenure, but are presented rather as a guide to be used according to the nature and traditions of particular institutions in giving effect to both faculty tenure rights and the obligations of faculty members in the academic community.

Procedural Recommendations

1. Preliminary Proceedings Concerning the Fitness of a Faculty Member

When reason arises to question the fitness of a college or university faculty member who has tenure or whose term appointment has not expired, the appropriate administrative officers should ordinarily discuss the matter with him in personal conference. The matter may be terminated by mutual consent at this point; but if an adjustment does not result, a standing or ad hoc committee elected by the faculty and charged with the function of rendering confidential advice in such situations, should informally inquire into the situation, to effect an adjustment if possible and, if none is effected, to determine whether in its view formal proceedings to consider his dismissal should be instituted. If the committee recommends that such proceedings should be

begun, or if the president of the institution, even after considering a recommendation of the committee favorable to the faculty member, expresses his conviction that a proceeding should be undertaken, action should be commenced under the procedures which follow. Except where there is disagreement, a statement with reasonable particularity of the grounds proposed for the dismissal should then be jointly formulated by the president and the faculty committee; if there is disagreement, the president or his representative should formulate the statement.

2. Commencement of Formal Proceedings

The formal proceedings should be commenced by a communication addressed to the faculty member by the president of the institution, informing the faculty member of the statement formulated, and informing him that if he so requests, a hearing to determine whether he should be removed from his faculty position on the grounds stated will be conducted by a faculty committee at a specified time and place. In setting the date of the hearing, sufficient time should be allowed the faculty member to prepare his defense. The faculty member should be informed, in detail or by reference to published regulations, of the procedural rights that will be accorded to him. The faculty member should state in reply whether he wishes a hearing and, if so, should answer in writing, not less than one week before the date set for the hearing, the statements in the president's letter.

3. Suspension of the Faculty Member

Suspension of the faculty member during the proceedings involving him is justified only if immediate harm to himself or others is threatened by his continuance.

Unless legal considerations forbid, any such suspension should be with pay.

4. Hearing Committee

The committee of faculty members to conduct the hearing and reach a decision should either be an elected standing committee not previously concerned with the case or a committee established as soon as possible after the president's letter to the faculty member has been sent. The choice of members of the hearing committee should be on the basis of their objectivity and competence and of the regard in which they are held in the academic community. The committee should elect its own chairman.

5. Committee Proceeding

The committee should proceed by considering the statement of grounds for dismissal already formulated, and the faculty member's response written before the time of the hearing. If the faculty member has not requested a hearing, the committee should consider the case on the basis of the obtainable information and decide whether he should be removed; otherwise the hearing should go forward. The committee, in consultation with the president and the faculty member, should exercise its judgment as to whether the hearing should be public or private. If any facts are in dispute, the testimony of witnesses and other evidence concerning the matter set forth in the president's letter the faculty member should be received.

The president should have the option of attendance during the hearing. He may designate an appropriate representative to assist in developing the case; but the committee should determine the order of proof, should normally conduct

the questioning of witnesses, and, if necessary, should secure the presentation of evidence important to the case.

The faculty member should have the option of assistance by counsel, whose functions should be similar to those of the representative chosen by the president. The faculty member should have the additional procedural rights set forth in the 1940 Statement of Principles on Academic Freedom and Tenure, and should have the aid of the committee, when needed, in securing the attendance of witnesses. The faculty member or his counsel and the representative designated by the president should have the right within reasonable limits to question all witnesses who testify orally. The faculty member should have the opportunity to be confronted by all witnesses adverse to him. Where unusual and urgent reasons move the hearing committee to withhold this right, or where the witness cannot appear, the identity of the witness, as well as his statements, should nevertheless be disclosed to the faculty member. Subject to these safeguards, statements may when necessary be taken outside the hearing and reported to it. All of the evidence should be duly recorded. Unless special circumstances warrant, it should not be necessary to follow formal rules of court procedure.

6. Consideration of Hearing Committee

The committee should reach its decision in conference, on the basis of the hearing. Before doing so, it should give opportunity to the faculty member or his counsel and the representative designated by the president to argue orally before it. If written briefs would be helpful, the committee may request them. The committee may proceed to

decision promptly, without having the record of the hearing transcribed, where it feels that a just decision can be reached by this means; or it may await the availablility of a transcript of the hearing if its decision would be aided thereby. It should make explicit findings with respect to each of the grounds of removal presented, and a reasoned opinion may be desirable. Publicity concerning the committee's decision may properly be withheld until consideration has been given to the case by the governing body of the institution. The president and the faculty member should be notified of the decision in writing and should be given a copy of the record of the hearing. Any release to the public should be made through the president's office.

7. Consideration by Governing Body

The president should transmit to the governing body the full report of the hearing committee, stating its action. On the assumption that the governing board has accepted the principle of the faculty hearing committee, acceptance of the committee's decision would normally be expected. If the governing body chooses to review the case, its review should be based on the record of the previous hearing, accompanied by opportunity for argument, oral or written or both, by the principals at the hearing or their representatives. The decision of the hearing committee should either be sustained or the proceeding be returned to the committee with objections specified. In such a case the committee should reconsider, taking account of the stated objections and receiving new evidence if necessary. It should frame its decision and communicate it in the same manner as before. Only after study of the committee's

reconsideration should the governing body make a final decision overruling the committee.

8. Publicity

Except for such simple announcements as may be required, covering the time of the hearing and similar matters, public statements about the case by either the faculty member or administrative officers should be avoided as far as possible until the proceedings have been completed. Announcement of the final decision should include a statement of the hearing committee's original action, if this has not previously been made known.

APPENDIX D

MERIT INCREASE REVIEW PROCEDURE

Section 1. Determination of Merit Increases. The merit increases shall be determined in accordance with the following procedure.

A. Eligible members of each department shall decide on one of the three following methods for recommending salary increases to the appropriate dean.

1. The raises are determined by the department head in consultation with any faculty members and/or members of the administration. The department heads shall then issue a set of recommendations to the appropriate dean.

2. The raises are determined by the department head in consultation with a departmental advisory committee selected by the members of the department. After the completion of this consultation, the department head shall issue a set of recommendations to the appropriate dean.

3. The raises are determined by a departmental salary committee selected by the members of the department. The chairman of this committee shall be the department head. The committee shall issue a set of recommendations to the dean.

The department head shall have the right to issue a different set of recommendations if he so desires. If the department head chooses to issue his own recommendations, the departmental committee shall be notified of his recommendations. The raises for the members of the departmental salary committee shall be determined by the department head.

B. The department head shall submit to the President of the Polytechnic Chapter of the AAUP a statement of the procedure selected by his department; the members of the departmental salary committee, if any; and the list, or lists, of all recommendations for 1974-75 and 1975-76 salary increases for each member of his department.

C. Each faculty member shall be notified of the recommendations that have been submitted to the dean on his behalf and such faculty member may promptly submit any relevant information to the dean for his review. The dean shall then issue his decision with respect to merit increases.

D. Merit increases for department heads shall be determined by the respective dean.

E. Promptly after these decisions are issued, the Administration shall provide the President of the Polytechnic Chapter of the AAUP with complete lists of the salary increases approved for all members of the bargaining unit.

Section 2. Dispute Setttlement Procedures For Merit Increases.

A. A member of the bargaining unit who wishes to file a complaint regarding the merit increase granted him for 1974-75 or 1975-76 will meet with his dean on an informal basis. In the case of a faculty member who is not a department head, the grievant may choose to meet with his department head and/or departmental committee prior to his meeting with the dean. Every effort will be made to resolve all disputes at the informal level.

Step I: The formal procedure begins with the filing of a written complaint by an individual or, at his request, by the AAUP, with the Provost within thirty (30) days after receipt of the Dean's decision. If, however, such individual or the AAUP has good cause for not filing a grievance within thirty (30) days after such notification, then such appeal must be filed no later than thirty (30) days after the execution of this contract, or by May 1, 1976, during the applicable academic year. The appropriate department head shall be notified of the filing of the grievance.

The Provost shall hold a conference within one (1) week after receipt of the complaint to discuss the dispute with all relevant parties, including the appropriate department head, and attempt to reach a satisfactory settlement of it. The grievant has the right to be represented by the AAUP.

If the dispute is not settled, the Provost shall, within one (1) week after the conference, deliver to the grievant and the AAUP a signed statement of his position regarding the matter.

The Provost, in this statement, shall inform the grievant of his right to appeal the Step I decision by filing a notice of appeal with the Institute Review Committee within one (1) week after receipt of the Provost's Step I decision.

Step II: The grievant may obtain review of the Provost's Step I decision by filing a written notice of appeal with the Institute Review Committee (IRC). The IRC shall consist of one member selected by the Administration, one member selected by the AAUP and a third member agreed on by these two designated representatives. This third party shall be an individual from within the Institute. The tenure of the IRC shall extend until all complaints relating to merit increases for 1974-75 and 1975-76 have been reviewed.

If the grievant feels that the AAUP representative on the IRC is not qualified to review his case, he may appeal to the AAUP and the AAUP will consult with the grievant and may appoint an ad-hoc substitute representative. If the grievant feels that the Administration's representative is not qualified to review his case, he (or the AAUP) may appeal

to the Administration and the Administration may appoint an ad-hoc substitute representative. If the grievant feels that the third member of the IRC is not qualified to review his case, he or at his request, the AAUP may appeal to the IRC and the IRC will consider such claim and may, in its discretion, appoint an ad-hoc substitute third party. In such event, the substitute third party shall be selected by the representatives of the AAUP and the Administration shall be acceptable to both, and shall be an individual from within the Institute.

The IRC shall fully review the matter. The individual will have the right to participate in the proceedings of the IRC and to be represented by the AAUP. Prior to reaching its decision or recommendation, the IRC shall apprise the grievant of the matters being considered by it which are relevant to a determination of his case, and the grievant shall have the right to respond.

The IRC shall issue a report and recommendation, in writing, to the President, to the individual, and to the President of the Polytechnic Chapter of the AAUP.

If the IRC issues a unanimous recommendation, then the Institute shall be bound by it.

If the IRC's decision is not unanimous, and is in favor of the grievant, its decision shall serve as an automatic recommendation to

an ad-hoc administrative committee (AC).

If the IRC's decision is not in favor of the grievant, the IRC shall inform the grievant, as part of its statement to him, of his right to appeal the IRC's decision by filing, with the President, within one (1) week after receipt of the IRC's decision, a request for review by an ad-hoc Administrative Committee (AC).

Step III. The AC shall review the report and recommendations of the IRC and the entire review file. This committee shall be appointed by the President, and shall include the President, but shall not include individuals who have previously issued a decision with respect to the particular merit increase involved in the appeal. The grievant, or at his request the AAUP, has the right to make a final presentation of his case orally or in writing to the AC. After consideration of all matters involved, the AC shall issue its decision which shall be final and binding, and deliver to the grievant and the AAUP a signed statement of its position regarding the case. The composition of the AC which made the final determination shall be specified in this statement.

B. It is the intention of the parties to process steps of this review procedure as expeditiously as possible.

Section 3. It is the parties' express understanding that all disputes concerning the interpretation, application, or alleged violation of the Dispute Settlement Procedures for Merit Increases as set forth in this Appendix E, are grievances under Article XIV of the Collective Bargaining Agreement 1974-76, and may be submitted either by the AAUP or the Administration, to final and binding arbitration in accordance with that Article.

Section 4. An individual member of the bargaining unit who avails himself of the Dispute Settlement Procedures for Merit Increases as set forth in this Appendix E, shall have the right to be represented by a professional or personal advisor of his choice, from within the Institute, provided such person is not an official or a representative of another labor organization.

Section 5. It is expressly understood by the parties that librarians shall be entitled to mandatory increases but not to any merit increases.

APPENDIX E

EXCERPTS FROM ARTICLE IV OF THE AGREEMENT FOR THE MERGER OF PIB AND NYU/SES

ARTICLE IV

PERSONNEL

Section 2. Conditions of Appointment for NYU/SES Faculty.

(a) Offer of Appointment. Within ten (10) days after the approval of the merger agreement PIB will mail a written offer of appointment effective September 1, 1973 to every individual who held a primary appointment as a bona fide member of the faculty of NYU/SES as of December 1, 1972 except (i) those who have resigned from NYU/SES or who have accepted employment elsewhere, (ii) those who have been advised, based on academic evaluation, that they would not be reappointed at NYU/SES, and (ii) those who will have reached the age of 65 years prior to September 1, 1973.

Nothing in the above shall preclude offers of employment to faculty members contained in item (iii) above. A list of eligible faculty members is annexed hereto as Appendix A.*

Each offer shall be deemed independent of acceptance or rejection by other faculty members. Such offers shall be made by certified mail and shall be open for fourteen (14) days following the day of mailing, except

---

* Appendix A of the Merger Agreement, which is not included herein, sets forth the list of faculty members of NYU/SES who are entitled to an offer of appointment from PIB under that Agreement.

for individuals listed as special cases in Appendix A who will be granted an appropriate extension.

(b) Tenured Faculty. All faculty members at NYU/SES who have achieved tenure or have been notified that they would have achieved tenure by September 1, 1973 will be offered appointments with tenure.

(c) Non-Tenured Faculty. All non-tenured NYU/SES faculty members, with the exception of research professors as identified in item (d), will be offered appointments for a period of at least two years.

(d) Research Professors. Research professors in the various professorial ranks at NYU/SES will receive offers of one year appointments at their present ranks. It is understood that MI may reexamine the titles of Research professors during the coming year.

(e) Security Rights. For purposes of determining security rights and pivileges, seniority, sabbatical leaves, retirement age and promotions, the prior service of the NYU/SES faculty shall be considered as having been earned at PIB.

Section 3. Provisions Relating to NYU/SES and PIB Faculties.

(a) Fair and Equal Treatment. To assure equitable treatment of both prior faculties in the granting of reappointment, tenure, promotion, teachng loads, the scheduling of work load, and merit increases, the administration and faculty will establish appropriate ad hoc procedures or review, when necessary. After the end of the first two full academic years,

the procedures generally provided for the faculty will constitute compliance with this requirement.

(b) Professional Development. The customary rights of faculty members to engage in activities relating to professional development shall be respected.

(c) Retirement Age. The faculty retirement policy currently in existence at PIB will be continued by MI.

(d) Reassignment Salaries of Administrators. Administrators currently at PIB or NYU/SES who are on appointments extending beyond the normal academic year may be offered nine months' appointments at adequate and equitable salaries.

(e) Teaching Assignments. When the overall interests of the merged institution so require, faculty members who have the requisite background and/or experience may be asked to participate in teaching for other departments. The individuals' rights and the judgment of the department heads affected shall be respected.

(f) Fringe Benefits. The following fringe benefits shall apply at MI effective September 1, 1973:

(1) TIAA/CREF Contirbutions. The MI contribution to TIAA/CREF shall equal 10% of the basic annual salary less $120.00. The individual contribution to TIAA/CREF shall be 5% of the basic annual salary less $120.00 unless a higher personal contribution is requested by the individual. The present TIAA/CREF eligibility rules of MI shall remain in effect.

(2) Major Medical Insurance. MI shall pay

the premiums for a major medical insurance providing for at least 80% of approved medical expenses above the exclusion limits for participants and their dependents. Such exclusion limits shall not exceed $100 for participants covered by a basic Blue Cross/Blue Shield plan and $500 for participants not covered by a base plan. The total amount of insurance coverage shall be at least $50,000 per participant.

(3) Life Insurance. Each member of the bargaining unit may elect to subscribe to life insurance according to the plan currently in effect at PIB.

(4) Disability Insurance. Each member of the bargaining unit may elect to subscribe to disability insurance which is equivalent to that currently offered by NYU to its faculty. The annual premium contribution by the individual shall not exceed 0.2145% of his base salary with the remaining costs borne by MI.

(g) Faculty Salaries.

(1) The initial salary of a former NYU/SES faculty member at MI shall be specified in his letter of appointment. The salaries of PIB faculty members at MI shall be as specified in the letter of agreement between the AAUP and the PIB administration dated August 3, 1972.

Section 6. PIB Faculty and Staff.

(a) The MI shall assume all existing obligations of PIB to its faculty and staff.

(b) Upon positive recommendation of their respective departments and of the Tenure Committee, any faculty member whose current appointment ends between September 1973 and September 1974 will be reappointed for a period of one year, without regard to any other consideration.

Section 7. Collective Bargaining.

(a) Nothing in this agreement is intended to infringe upon the legal rights and obligations of the AAUP at PIB as the sole and exclusive collective bargaining agent for the faculty, instructors ad professional librarians, pursuant to the formal certification of the New York State Labor Relations Board.

[End of Agreement]

(The Administration and the AAUP Chapter have shared the costs of publishing this document.)